

Receiving No. 6749

MORTGAGE RECORD 80

Reg. No. 1643

Fee Paid, \$ 1.25

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

October A.D. 19 38, at 10:15 o'clock A.M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 30th day of September
 hundred and thirty-eight between Joseph A. and Nina G. Pollock, in the year of our Lord, one thousand nine

d Baldwin in the County of Douglas
 parties of the first part, and Trustees of the Baker University and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred and no/100 part y of the second part.
 which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 45 and east 12 feet of Lot 47 on High Street in the City of Baldwin City.

with the appurtenances and all the estate, title and interest of the said part of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1/2 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the less, if any, made payable to the part y of the second part to the extent of its interest. And in the event that

said part 1/2 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Hundred and no/100

according to the terms of certain written obligation for the payment of said sum of money, executed on the 30th day of September 19 38

and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1/2 of the first part did fail to pay the same as provided in this indenture.

And this mortgage shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof in any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this mortgage shall become absolute, and the whole sum remaining unpaid, with interest, shall be due and payable to the part y of the second part its SUCCESSORS OR ASSIGNS to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any, then to be paid by the part y making such sale, on demand, to the first part 1/2.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part hereunto set their hands and seal the day and year last above written.

Joseph A. Pollock (SEAL)

Nina G. Pollock (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30 day of September

A.D. 19 38, before me, a

Notary Public in the aforesaid County and State, came

Joseph A. Pollock and Nina G. Pollock

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 15 day of May 19 39

W. M. Clark

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgage. Owner.